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Attorneys for Defendants COUNTY OF LOS ANGELES
and DEPUTY CARLOS MACIEL

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ALEXIS CERNAS; JOHN I.C. DOE, a
minor, by and through his guardian ad
litem Maritza Casillas; JANE I.C. DOE,
a minor, by and through her guardian ad
litem Maritza Casillas; and BEATRIZ
LOERA,

Plaintiff(s),

vs.

COUNTY OF LOS ANGELES,
CARLOS MACIEL, and DOES 1
through 10, inclusive,

Defendant(s).

Case No. 2:24-cv-03261SPG (SKx)

(Hon. Sherilyn Peace Garnett)

(Hon. Steven Kim, Magistrate Judge)

**STIPULATED PROTECTIVE
ORDER**

Complaint Filed: April 19, 2024

Plaintiffs ALEXIS CERNAS; JOHN I.C. DOE, a minor, by and through his
guardian ad litem Maritza Casillas; JANE I.C. DOE, a minor, by and through her
guardian ad litem Maritza Casillas; and BEATRIZ LOERA, and Defendants,

1 COUNTY OF LOS ANGELES, and DEPUTY CARLOS MACIEL, by and
2 through their respective counsel, hereby stipulate and agree as follows:

3 **A. PURPOSES AND LIMITATIONS**

4 Discovery in this action is likely to involve production of confidential,
5 proprietary, or private information for which special protection from public
6 disclosure and from use for any purpose other than prosecuting this litigation may
7 be warranted. Accordingly, the parties hereby stipulate to and petition the Court
8 to enter the following Stipulated Protective Order. The parties acknowledge that
9 this Order does not confer blanket protections on all disclosures or responses to
10 discovery and that the protection it affords from public disclosure and use extends
11 only to the limited information or items that are entitled to confidential treatment
12 under the applicable legal principles. The parties further acknowledge, as set forth
13 in Section 11.3 (Filing Protected Material), below, that this Stipulated Protective
14 Order does not entitle them to file confidential information under seal; Civil Local
15 Rule 79-5 sets forth the procedures that must be followed and the standards that
16 will be applied when a party seeks permission from the court to file material under
17 seal.

18 **B. GOOD CAUSE STATEMENT**

19 This action involves the County of Los Angeles and members of the Los
20 Angeles County Sheriff's Department and is likely to involve confidential,
21 proprietary, official, and/or private law enforcement and police personnel
22 information for which special protection from public disclosure and from use for
23 any purpose other than prosecution of this action is warranted. Such confidential
24 and proprietary materials and information consist of, among other things,
25 confidential proprietary information/or private personnel police information,
26 regarding confidential contained in police personnel files, official law
27 enforcement investigative information, information otherwise generally
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1 unavailable to the public, or which may be privileged or otherwise protected from
2 disclosure under state or federal statutes, court rules, case decisions, or common
3 law.

4 Additionally, Defendants may seek information such as Plaintiffs'
5 decedents' medical and arrest records that Plaintiffs believe are highly sensitive,
6 confidential, and may be legally protected from disclosure. Plaintiffs contend
7 that the undue disclosure of such information creates a specific risk of
8 embarrassment, emotional harm, reputational harm, and professional harm.

9 Accordingly, to expedite the flow of information, to facilitate the prompt
10 resolution of disputes over confidentiality of discovery materials, to adequately
11 protect information the parties are entitled to keep confidential, to ensure that the
12 parties are permitted reasonable necessary uses of such material in preparation
13 for and in the conduct of trial, to address their handling at the end of the
14 litigation, and serve the ends of justice, a protective order for such information is
15 justified in this matter. It is the intent of the parties that information will not be
16 designated as confidential for tactical reasons and that nothing be so designated
17 without a good faith belief that it has been maintained in a confidential, non-
18 public manner, and there is good cause why it should not be part of the public
19 record of this case.

20 **1. DEFINITIONS**

21 **1.1 Action:** *Alexis Cernas; John I.C. Doe, a minor, by and through his*
22 *guardian ad litem Maritza Casillas; JANE I.C. DOE, a minor, by and through*
23 *her guardian ad litem Maritza Casillas; and BEATRIZ LOERA v. County of Los*
24 *Angeles and Deputy Carlos Maciel, 2:24-cv-03261-SPG (SKx).*

25 **1.2 Challenging Party:** a Party or Non-Party that challenges the
26 designation of information or items under this Order.
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28

1 **1.3 “CONFIDENTIAL” Information or Items:** information
 2 (regardless of how it is generated, stored, or maintained) or tangible things that
 3 qualify for protection under Federal Rule of Civil Procedure 26(c), and as
 4 specified above in the Good Cause Statement.

5 **1.4 Counsel:** Outside Counsel of Record and House Counsel (as well
 6 as their support staff).

7 **1.5 Designating Party:** a Party or Non-Party that designates
 8 information or items that it produces in disclosures or in responses to discovery
 9 as “CONFIDENTIAL.”

10 **1.6 Disclosure or Discovery Material:** all items or information,
 11 regardless of the medium or manner in which it is generated, stored, or
 12 maintained (including, among other things, testimony, transcripts, and tangible
 13 things), that are produced or generated in disclosures or responses to discovery in
 14 this matter.

15 **1.7 Expert:** a person with specialized knowledge or experience in a
 16 matter pertinent to the litigation who has been retained by a Party or its counsel
 17 to serve as an expert witness or as a consultant in this Action.

18 **1.8 House Counsel:** attorneys who are employees of a party to this
 19 Action. House Counsel does not include Outside Counsel of Record or any other
 20 outside counsel.

21 **1.9 Non-Party:** any natural person, partnership, corporation,
 22 association, or other legal entity not named as a Party to this action.

23 **1.10 Outside Counsel of Record:** attorneys who are not employees of a
 24 party to this Action but are retained to represent or advise a party to this Action
 25 and have appeared in this Action on behalf of that party or are affiliated with a
 26 law firm which has appeared on behalf of that party, including support staff.

27 **1.11 Party:** any party to this Action, including all of its officers,
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1 directors, employees, consultants, retained experts, and Outside Counsel of
 2 Record (and their support staffs).

3 **1.12 Producing Party:** a Party or Non-Party that produces Disclosure or
 4 Discovery Material in this Action.

5 **1.13 Professional Vendors:** persons or entities that provide litigation
 6 support services (e.g., photocopying, videotaping, translating, preparing exhibits
 7 or demonstrations, and organizing, storing, or retrieving data in any form or
 8 medium) and their employees and subcontractors.

9 **1.14 Protected Material:** any Disclosure or Discovery Material that is
 10 designated as “CONFIDENTIAL.”

11 **1.15 Receiving Party:** a Party that receives Disclosure or Discovery
 12 Material from a Producing Party.

13 **2. SCOPE**

14 The protections conferred by this Stipulation and Order cover not only
 15 Protected Material (as defined above), but also (1) any information copied or
 16 extracted from Protected Material; (2) all copies, excerpts, summaries, or
 17 compilations of Protected Material; and (3) any testimony, conversations, or
 18 presentations by Parties or their Counsel that might reveal Protected Material.

19 Any use of Protected Material at trial shall be governed by the orders of the
 20 trial judge. This Order does not govern the use of Protected Material at trial.

21 **3. DURATION**

22 Even after final disposition of this litigation, the confidentiality obligations
 23 imposed by this Order shall remain in effect until a Designating Party agrees
 24 otherwise in writing, until a court order otherwise directs, or until a given piece
 25 of information or material designated as “CONFIDENTIAL” is admitted into
 26 evidence at trial. Final disposition shall be deemed to be the later of (1) dismissal
 27 of all claims and defenses in this Action, with or without prejudice; and (2) final
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1 judgment herein after the completion and exhaustion of all appeals, rehearings,
 2 remands, trials, or reviews of this Action, including the time limits for filing any
 3 motions or applications for extension of time pursuant to applicable law.

4. **DESIGNATING PROTECTED MATERIAL**

4.1 **Exercise of Restraint and Care in Designating Material for Protection.**

7 Each Party or Non-Party that designates information or items for protection
 8 under this Order must take care to limit any such designation to specific material
 9 that qualifies under the appropriate standards. The Designating Party must
 10 designate for protection only those parts of material, documents, items, or oral or
 11 written communications that qualify so that other portions of the material,
 12 documents, items, or communications for which protection is not warranted are
 13 not swept unjustifiably within the ambit of this Order.

14 Mass, indiscriminate, or routinized designations are prohibited.
 15 Designations that are shown to be clearly unjustified or that have been made for
 16 an improper purpose (e.g., to unnecessarily encumber the case development
 17 process or to impose unnecessary expenses and burdens on other parties) may
 18 expose the Designating Party to sanctions.

19 If it comes to a Designating Party's attention that information or items that it
 20 designated for protection do not qualify for protection, that Designating Party
 21 must promptly notify all other Parties that it is withdrawing the inapplicable
 22 designation.

23 **4.2 Manner and Timing of Designations.** Except as otherwise
 24 provided in this Order (see, e.g., second paragraph of Section 4.2(a) below), or as
 25 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies
 26 for protection under this Order must be clearly so designated before the material
 27 is disclosed or produced.
 28

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic
3 documents, but excluding transcripts of depositions or other pretrial or trial
4 proceedings), that the Producing Party affix at a minimum, the legend
5 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
6 contains protected material. If only a portion or portions of the material on a page
7 qualifies for protection, the Producing Party also must clearly identify the protected
8 portion(s) (e.g., by making appropriate markings in the margins). The placement of
9 such “CONFIDENTIAL” stamp on such page(s) shall not obstruct the substance of
10 the page’s (or pages’) text or content and shall be in the margin of the document
11 whenever possible.

12 A Party or Non-Party that makes original documents available for inspection
13 need not designate them for protection until after the inspecting Party has
14 indicated which documents it would like copied and produced. During the
15 inspection and before the designation, all of the material made available for
16 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
17 identified the documents it wants copied and produced, the Producing Party must
18 determine which documents, or portions thereof, qualify for protection under this
19 Order. Then, before producing the specified documents, the Producing Party
20 must affix the “CONFIDENTIAL legend” to each page that contains Protected
21 Material. If only a portion or portions of the material on a page qualifies for
22 protection, the Producing Party also must clearly identify the protected portion(s)
23 (e.g., by making appropriate markings in the margins).

24 (b) for testimony given in depositions that the Designating Party identify
25 the Disclosure or Discovery Material on the record, before the close of the
26 deposition all protected testimony.
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(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

4.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

5. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

5.2 Meet and Confer. The Challenging Party Shall initiate the dispute resolution process under Civil Local Rule 37-1 et seq.

5.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties), may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

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1 **6. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 **6.1 Basic Principles.** A Receiving Party may use Protected Material
 3 that is disclosed or produced by another Party or by a Non-Party in connection
 4 with this Action only for prosecuting, defending, or attempting to settle this
 5 Action. Such Protected Material may be disclosed only to the categories of
 6 persons and under the conditions described in this Order. When the Action has
 7 been terminated, a Receiving Party must comply with the provisions of Section
 8 12 below (FINAL DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party
 10 at a location and in a secure manner that ensures that access is limited to the
 11 persons authorized under this Order.

12 **6.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless
 13 otherwise ordered by the Court or permitted in writing by the Designating Party,
 14 a Receiving Party may disclose any information or item designated
 15 “CONFIDENTIAL” only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this Action,
 17 as well as employees of said Outside Counsel of Record to whom it is reasonably
 18 necessary to disclose the information for this Action;

19 (b) the officers, directors, and employees (including House
 20 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
 21 this Action;

22 (c) Experts (as defined in this Order) of the Receiving Party to
 23 whom disclosure is reasonably necessary for this Action and who have signed the
 24 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (d) the Court and its personnel;

26 (e) court reporters and their staff;

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(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**7. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

1 (b) promptly notify in writing the party who caused the subpoena
2 or order to issue in the other litigation that some or all of the material covered by
3 the subpoena or order is subject to this Protective Order. Such notification shall
4 include a copy of this Stipulated Protective Order; and

5 (c) cooperate with respect to all reasonable procedures sought to be
6 pursued by the Designating Party whose Protected Material may be affected.

7 If the Designating Party timely seeks a protective order, the Party served
8 with the subpoena or court order shall not produce any information designated in
9 this action as “CONFIDENTIAL” before a determination by the court from
10 which the subpoena or order issued, unless the Party has obtained the
11 Designating Party’s permission. The Designating Party shall bear the burden and
12 expense of seeking protection in that court of its confidential material, and
13 nothing in these provisions should be construed as authorizing or encouraging a
14 Receiving Party in this Action to disobey a lawful directive from another court.

15 **8. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
16 **PRODUCED IN THIS LITIGATION**

17 (a) The terms of this Order are applicable to information produced
18 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such
19 information produced by Non-Parties in connection with this litigation is
20 protected by the remedies and relief provided by this Order. Nothing in these
21 provisions should be construed as prohibiting a Non-Party from seeking
22 additional protections.

23 (b) In the event that a Party is required, by a valid discovery
24 request, to produce a Non-Party’s confidential information in its possession, and
25 the Party is subject to an agreement with the Non-Party not to produce the Non-
26 Party’s confidential information, then the Party shall:

1 (1) promptly notify in writing the Requesting Party and the
2 Non-Party that some or all of the information requested is subject to a
3 confidentiality agreement with a Non-Party;

4 (2) promptly provide the Non-Party with a copy of the
5 Stipulated Protective Order in this Action, the relevant discovery request(s), and
6 a reasonably specific description of the information requested; and

7 (3) make the information requested available for inspection
8 by the Non-Party, if requested.

9 (c) If the Non-Party fails to seek a protective order from this Court
10 within 14 days of receiving the notice and accompanying information, the
11 Receiving Party may produce the Non-Party's confidential information
12 responsive to the discovery request. If the Non-Party timely seeks a protective
13 order, the Receiving Party shall not produce any information in its possession or
14 control that is subject to the confidentiality agreement with the Non-Party before
15 a determination by the Court. Absent a court order to the contrary, the Non-Party
16 shall bear the burden and expense of seeking protection in this Court of its
17 Protected Material.

18 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

19 If a Receiving Party learns that, by inadvertence or otherwise, it has
20 disclosed Protected Material to any person or in any circumstance not authorized
21 under this Stipulated Protective Order, the Receiving Party must immediately (a)
22 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
23 best efforts to retrieve all unauthorized copies of the Protected Material, (c)
24 inform the person or persons to whom unauthorized disclosures were made of all
25 the terms of this Order, and (d) request such person or persons to execute the
26 "Acknowledgment and Agreement to Be Bound" that is attached hereto as
27 Exhibit A.
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1 **10. INADVERTENT PRODUCTION OF PRIVILEGED OR**
 2 **OTHERWISE PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain
 4 inadvertently produced material is subject to a claim of privilege or other
 5 protection, the obligations of the Receiving Parties are those set forth in Federal
 6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
 7 whatever procedure may be established in an e-discovery order that provides for
 8 production without prior privilege review. Pursuant to Federal Rule of Evidence
 9 502(d) and (e), insofar as the parties reach an agreement on the effect of
 10 disclosure of a communication or information covered by the attorney-client
 11 privilege or work product protection, the parties may incorporate their agreement
 12 in the stipulated protective order submitted to the Court.

13 **11. MISCELLANEOUS**

14 **11.1 Right to Relief.** Nothing in this Order abridges the right of any
 15 person to seek its modification by the Court in the future.

16 **11.2 Right to Assert Other Objections.** By stipulating to the entry of
 17 this Protective Order, no Party waives any right it otherwise would have to object
 18 to disclosing or producing any information or item on any ground not addressed
 19 in this Stipulated Protective Order. Similarly, no Party waives any right to object
 20 on any ground to use in evidence of any of the material covered by this Protective
 21 Order.

22 **11.3 Filing Protected Material.** A Party that seeks to file under seal any
 23 Protected Material must comply with Civil Local Rule 79-5. Protected Material
 24 may only be filed under seal pursuant to a court order authorizing the sealing of
 25 the specific Protected Material at issue. If a Party's request to file Protected
 26 Material under seal is denied by the court, then the Receiving Party may file the
 27 information in the public record unless otherwise instructed by the court.
 28

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**
2

3 DATED: July 16, 2024

CARRILLO LAW FIRM, LLP

6 By: /s/ DOMINIQUE L. BOUBION

7 LUIS A. CARRILLO, ESQ.

8 MICHAEL S. CARRILLO, ESQ.

9 DOMINIQUE L. BOUBION, ESQ.

10 Attorneys for Plaintiffs, ALEXIS

CERNAS, JOHN I.C. DOE, JANE

I.C. DOE and BEATRIZ LOERA

11 DATED: July 16, 2024

LAW OFFICES OF DALE K. GALIPO

14 By /s/ SHANNON LEAP

15 DALE K. GALIPO, ESQ.

16 SHANNON LEAP, ESQ.

17 Attorneys for Plaintiffs, ALEXIS

CERNAS, JOHN I.C. DOE, JANE

18 I.C. DOE and BEATRIZ LOERA

19 DATED: July 16, 2024

SEKI, NISHIMURA & WATASE, PLC

21 By: /s/ JANET L. KEUPER

22 JOSEPH P. ESPOSITO, ESQ.

23 JANET L. KEUPER, ESQ.

24 NICOLE R. CASTRONOVO, ESQ.

Attorneys for Defendant,

COUNTY OF LOS ANGELES

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ATTESTATION REGARDUING SIGNATURES

I, Janet L. Keuper, attest that all signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

By /s/ JANET L. KEUPER
Janet L. Keuper

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: _____, 2024

Honorable Steve Kim
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under
 penalty of perjury that I have read in its entirety and understand the Stipulated
 Protective Order that was issued by the United States District Court for the Central
 District of California on _____ in the case of *Alexis Cernas et al. v. County*
of Los Angeles, et al., United States District Court Case No. 2:24-cv-03261-SPG
 (SKx). I agree to comply with and to be bound by all the terms of this Stipulated
 Protective Order and I understand and acknowledge that failure to so comply could
 expose me to sanctions and punishment in the nature of contempt. I solemnly
 promise that I will not disclose in any manner any information or item that is subject
 to this Stipulated Protective Order to any person or entity except in strict compliance
 with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____